





METROPOLITAN TRANSPORTATION COMMISSION

SERVICE AUTHORITY
FOR FREEWAYS
AND EXPRESSWAYS

**April 10, 2006** 

**REQUEST FOR PROPOSAL**Call Answering Center Dispatcher Training

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Santa Clara County

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Michael D. Nevin San Mateo County

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> James P. Spering Solano County and Cities

Pamela Torliatt
Association of Bay Area Governments

Shelia Young Cities of Alameda County

> Steve Heminger Executive Director

Ann Flemer
Deputy Executive Director, Operations

Andrew Fremier
Deputy Executive Director,
Bay Area Toll Authority

Therese W. McMillan
Deputy Executive Director, Policy

Dear Contractor:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) invites your firm to submit a proposal to provide dispatcher-training services in preparation for the implementation of the Mobile Call Box program at the MTC SAFE Call Box Call Answering Center through a train-the-trainer format.

This letter together with its enclosures comprise the Request for Proposal (RFP) for this project. Responses should be submitted in accordance with the instructions set forth herein.

## **Proposal Due Date**

Interested firms must submit one (1) original and three (3) copies of their proposals by 3:00 p.m. on Tuesday May 9, 2006. Proposals received after that date and time will not be considered.

# **MTC SAFE Point of Contact**

Proposals and all inquiries relating to this RFP shall be submitted to the address shown below. For telephone inquiries call (510) 817-5707. E-mail inquiries may be addressed to <imaldonado@mtc.ca.gov>.

Jaime C. Maldonado, Project Manager MTC SAFE Joseph P. Bort MetroCenter 101 8th Street Oakland, CA 94607-4700

JOSEPH P. BORT METROCENTER, 101 EIGHTH STREET, OAKLAND, CA 94607-4700 TEL 510.817.5700 • TTY/TDD 510.817.5769 • FAX 510.817.5848 • WEB www.mtc.ca.gov

## **Background**

The call box program provides assistance to motorists in trouble, allowing them to report a road hazard, a flat tire or a mechanical breakdown. The call box network also helps in the region's fight against traffic gridlock and smog.

The Bay Area call box network is a joint project of Caltrans, the California Highway Patrol (CHP) and the MTC SAFE, which was created by the state Legislature in 1987. Day-to-day operations are administered by MTC SAFE staff members, with a private call answering center answering call box calls and consultants handling design, manufacture, construction, operation and maintenance. All nine Bay Area counties are members of the network: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma.

About 2,650 call boxes are installed on 1,100+ miles of urban, suburban and rural highways and expressways in the nine counties, at three-quarter-mile to two-mile intervals. Most are spaced at one-mile intervals. We are currently in the process of reducing the total number of call boxes to approximately 2,000 for the Bay Area.

Call box calls are currently handled through the services of Connections Communications, a private call-answering center based in San Francisco. The call answering center (CAC) handles incoming calls from any Bay Area freeway call box 24 hours a day. The call center also maintains routine contact with the CHP for the immediate dispatch of emergency assistance for motorists in need.

Call box volumes have been decreasing due to the proliferation of cellular phones. In order to take advantage of cell phone proliferation, the statewide call box programs are developing a program to use an abbreviated dialing code whereby cell phone users can directly connect with the call box call answering centers to obtain motorist aid services. Standard cell minutes would be charged to the user and the call-answering center would be paid by SAFE on a per call basis.

MTC SAFE is participating in the development of the statewide program, but rather than use #399, the Bay Area is going to take advantage of the existing investment in the 511 traveler assistance program by using 5-1-1 as the call-in number. The Mobile Call Box (MCBX) program aims to assist the motoring public with an alternative to emergency 911 by providing non-emergency motorist aid service on the freeways.

### Scope of Work, Schedule and Budget

The workscope for this RFP is detailed in *Appendix A-1*, <u>Scope of Work</u>. A breakdown of how calls are handled by the CAC is located in *Appendix A-2*, <u>Call Breakdown</u>. In summary, MTC SAFE is looking for a Contractor to use a train-the-trainer approach to train the Call Box dispatchers to be able to use communication strategies and mapping tools in order to locate motorists on the Bay Area freeways. The current call box system provides an exact location for each call box phone call, whereas dispatchers taking cell phone calls will need to determine a location for each call that comes in via a cell phone.

The contract is expected to begin July 3, 2006 and end December 31, 2006, with an option on MTC's part to extend the contract for an additional six-month period. The project budget for the

initial contract term is estimated to be \$12,500 (including expenses). The contract resulting from this RFP shall be a time and materials contract with payment based on the unit prices proposed in *Appendix B*, <u>Proposal Calculation Worksheet</u>. Funding for this project is contingent upon approval of the FY 2006-2007 SAFE budget by the SAFE Authority.

At this time we are anticipating three separate meetings and/or training sessions in the Bay Area. Travel and lodging expenses, if required, will be reimbursed at cost with a ceiling of up to \$2,500.

## **Request for Exceptions**

Any requests for clarification of or exceptions or revisions to RFP requirements or MTC SAFE's contract language must be received by MTC SAFE no later than 3:00 p.m. on April 24, 2006 to guarantee response or consideration.

## **Proposal Content**

Each proposal should include:

- 1. A transmittal letter signed by an official of the firm authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name and telephone number of a contact person.
- 2. A discussion that illustrates the Contractor's approach to be taken with respect to performing each of the tasks contained in *Appendix A*, <u>Scope of Work</u>.
- 3. A detailed statement of the Contractor's experience and qualifications relevant to providing training on voice and data communications equipment as requested under this RFP. If Subcontractors are involved in the proposal, their experience and qualifications should also be addressed
- 4. References of at least three (3) clients other than MTC SAFE for whom the Contractor has done similar or related work, along with the names and telephone numbers of a contact person for each reference.
- 5. A price proposal specifying all costs to MTC SAFE for the required services, including but not limited to: labor, materials and expenses, travel and lodging (not to exceed \$2,500), and all applicable surcharges including overhead and profit. Proposers should note for pricing purposes that only one original of documents need be provided and Thomas Bros. guides or software procurements will be coordinated under Task 1 for purchase by MTC SAFE staff. A proposal calculation worksheet is attached to this RFP as *Appendix B*, <u>Proposal Calculation Worksheet</u>. **Proposers are required to complete and submit this worksheet as their cost proposal.**
- 6. A signed California Levine Act Statement (*Appendix C*).

## **Evaluation Factors**

Proposals will be evaluated by a panel of staff representatives from MTC SAFE, on the basis of the following evaluation factors each approximately equal in importance:

- Cost Effectiveness
- Experience and Qualifications
- Effectiveness of Proposer's approach to accomplishing the Scope of Work
- References

Following the evaluation, the panel may elect to recommend award to a particular proposer or may interview a "short list" of proposers, prior to selection. The Project Manager will then recommend a consultant to the Executive Director.

MTC SAFE reserves the right to not convene interviews and to make an award on the basis of written proposals, alone. Further, MTC SAFE reserves the right to accept or reject any and all proposals submitted, to waive minor irregularities in proposals, and to request additional information from the proposers. Any award made will be made to the firm whose proposal is the most advantageous to MTC SAFE, based on the evaluation criteria listed above.

# **Contractor Selection Timetable**

3.00 n m	., Monday, April 24, 20	06 Closin	o date and	time for requests for
2.00 p.m	., Monday, April 27, 20	JO CIOSIII	ig date and	time for requests for

clarifications/exceptions

3:00 p.m., Tuesday, May 9, 2006 Closing date and time for receipt of Proposals

Week of May 15, 2005 Oral interviews (if necessary)

Monday, July 3, 2006 (approximate) Execution of contract

## **Selection Disputes**

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC SAFE procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the MTC SAFE Project Manager a written explanation of the basis for the protest:

- 1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions; or
- 2. No later than three (3) working days after the date on which the proposer is notified that it was not selected, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC SAFE Executive Director authorizes the award.

The Director of Highway and Arterial Operations will respond to the protest in writing, based on the recommendation of a staff review officer. Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the Executive Director. Authorization to award a contract to a particular firm by the Executive Director shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Director of Highway and Arterial Operations. Should the proposer wish to appeal the decision, it may file a written appeal with the Executive Director, no later than three (3) working days after receipt of the written response by the Director of Highway and Arterial Operations. The Executive Director's decision will be the final agency decision.

## **General Conditions**

MTC SAFE will not reimburse any Contractor for costs related to preparing and submitting a proposal. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.), unless exempt.

The selected proposer will be expected to execute a contract similar to MTC SAFE's Standard Consultant Agreement, which is summarized in *Appendix D*, Synopsis of Provisions in MTC SAFE's Standard Letter Agreement. Particular attention should be paid to the insurance and indemnification requirements. A copy of the standard agreement may be obtained from the Contract Manager. If a proposer wishes to propose a modification to any provision in the standard agreement, any such modifications must be brought to the attention of the Contract Manager on or before the date and time established above for receipt of requests for clarification/exceptions. Failure to submit a proposed modification by the deadline shall be deemed acceptance of the terms and conditions in the Standard Letter Agreement.

## **Authority to Commit MTC SAFE**

Based on the MTC SAFE's staff evaluation, the Project Manager of MTC will recommend a Contractor to the Executive Director, which will commit MTC SAFE to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Very truly yours,

Steve Heminger Executive Director

SH: JM

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# APPENDIX A-1 SCOPE OF WORK

At this time we are anticipating three separate meetings and/or training sessions in the Bay Area. Travel and lodging expenses, if required, shall be billed at cost with a ceiling of up to \$2,500. Upon the recommendation of the Contractor and concurrence by MTC SAFE, MTC SAFE will purchase mapping software packages for evaluation. The selected mapping software will be incorporated into the dispatcher training. In addition, proposers should note for pricing purposes that only one original of documents need be provided and Thomas Bros. guides or software procurements will be coordinated under Task 1 for purchase by MTC SAFE staff.

### TASK 1.0 TRAINING SCOPE & MATERIALS COORDINATION

The Contractor will meet with MTC SAFE staff and Connections Communications (MTC's call answering center Contractor) personnel in Oakland and San Francisco to get an overview of the call box program and the call answering center operations. As part of the program overview a project kick-off meeting will be held to discuss the specifics of the training sessions. After the kick-off meeting, the Contractor will prepare the training outline, materials, etc. and make a recommendation on the mapping software; all of which will be reviewed and approved by the MTC SAFE Project Manager. The Contractor will make changes as necessary and provide one copy of the training material in an electronic format to MTC SAFE who will make copies and purchase material needed for the training sessions.

- Kick-off meeting with MTC and Connections Communications
- Training material preparation quizzes & tests, training handouts, reproducible training manual, mapping software, refresher training material, etc.
- Coordination of materials for MTC purchase

### **TASK 2.0 TRAINING & EVALUATION**

The Contractor shall hold a two to three-day training session prior to the Mobile Call Box program soft launch anticipated on August 1, 2006. The training program will be based on the scope developed by MTC, Connections and the Contractor in Task 1. The Contractor will evaluate the handling of MCBX calls during the first week of the soft launch period, develop a brief memorandum with the findings of the evaluation and collaborate with MTC on the follow-up session prior to the public launch of the MCBX program. The MTC offices will be used for training, training documents will be supplied by MTC, and any food/beverage service shall be paid for at MTC cost.

- Two to three-day train the trainer session in the Bay Area
- Soft launch evaluation memorandum
- One-day follow-up training session

# APPENDIX A-2 CALL TYPE BREAKDOWN

			ITE DILE				
	Golden Gate Comm Center	Call Box Voice Calls		Call Box TTY Calls			
	Call Type	CHP Live Transfer	CHP Remote Agent	No CHP Action Required	CHP Live Voice Relay*	CHP Remote Agent**	No CHP Action Required
	<u>Emergency</u>	Emer	gency Calls - Vo	oice	Emerge	ency Calls - TT\	/
1)	Accident (special circumstances)	Х			X		
2)	Hazard/Debris	X			X		
3)	Fire	X			X		
4)	DUI	X			X		
5)	Medical	X			X		
6)	Crime	X			X		
7)	Miscellaneous (operator discretion)	X			X		
	Non-Emergency	Non-Emergency Calls - Voice		Non-Emergency Calls - TTY			
1)	Disabled Vehicle:						
	A) FSP	X			X		
	B1) Rotational Tow (Credit/Check)		X		X		
	B2) Rotational Tow (Cash)	X			X		
	C1) Auto Club (AAA)		X			X	
	C2) Other Auto Club +		X		X		
	D) Friends and Family +		X		X		
	E) CalTrans			Х			Χ
	F) Female Alone		X			X	
	G) Female Alone After Dark	X			X		
2)	Duplicate Call ++	X	Х	X	X	X	Х
3)	Accident (non-special circumstances)	X			X		
4)	No Verbal Response (wind) (Call box check)	_	X			X	
5)	No Verbal Response (tapping)	Made obsolete with TTY		Made obsolete with TTY			
	<u>Incidental</u>	Incidental Calls - Voice		Incidental Calls - TTY			
1)	Comarco Check/Test Calls			Χ			Х
2)	Inappropriate Use			Χ			Χ
3)	Ghost Calls			Х			Х

<sup>\*</sup> Live Voice Relay: CAC relays all information to CHP using voice and notifies TTY caller that CHP will be notified, and to call back for

- + Other auto club and friends/family will be treated like No F/F/F and a rotational tow will be requested from CHP (live voice relay)
- ++ Duplicate Call: Depending on original event, action for Duplicate Call will vary.

status updates if needed. CAC will hang up with TTY caller and place the call to CHP immediately.

<sup>\*\*</sup> CHP Remote Agent (TTY): CAC sends message to CHP on remote agent; CAC notifies TTY caller that CHP has been notified

using TTY, and to call back for status updates if needed.

# APPENDIX B PROPOSAL CALCULATION WORKSHEET

Please submit your price proposal on this worksheet. Prices proposed shall be for accomplishing the work specified in *Appendix A*, <u>Scope of Work</u>, and shall include all labor, materials, expenses, including travel and lodging up to \$2500, and all applicable surcharges including, but not limited to, taxes, overhead, and profit. Prices proposed shall be effective for the contract period commencing July 3, 2006 to December 31, 2006.

Upon the recommendation of the Contractor and concurrence by MTC SAFE, MTC SAFE will purchase mapping software packages for evaluation. The selected mapping software will be incorporated into the dispatcher training. In addition, proposers should note for pricing purposes that only one original of documents need be provided and Thomas Bros. guides or software procurements will be coordinated under Task 1 for purchase by MTC SAFE staff.

TASK 1.0 TRAINING SCOPE & MATERIALS COORDINATION

Item	Key Personnel and Hourly Rate	# of Hours	Price
Bay Area kick-off meeting & preparation	1. 2.	1. 2.	
Training material preparation	1. 2.		
Coordination of materials to be purchased	1. 2.		
		Total Price Task 1.0	\$

#### TASK 2.0 TRAINING

Item	Key Personnel and Hourly Rates	# of Hours	Price
Training	1. 2.		
Soft Launch Evaluation	1. 2.		
		Total Price Task 2.0	\$

Note: Proposers may edit the format of the cost calculation worksheet to adjust for the number of team members or to move into a Spreadsheet format.

# Cost Summary

Task 1	
Task 2	
Expenses Ceiling	\$2,500
Total	

Name	Title	
Signature	Date	

# **APPENDIX C**California Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

of on behalf of any candidate for office	of on behalf of any committee.	
The MTC SAFE commissioners includ	e:	
Tom Ammiano Irma L. Anderson Tom Azumbrado James T. Beall, Jr. Bob Blanchard Mark DeSaulnier	Bill Dodd Dorene M. Giacopini Scott Haggerty Anne W. Halsted Steve Kinsey Sue Lempert John McLemore	Michael D. Nevin Jon Rubin Bijan Sartipi James P. Spering Pamela Torliatt Shelia Young
1. Have you or your company, or contributions of more than \$250 to any the issuance of this request for qualification.		
YESNO		
If yes, please identify the commissione	r or director:	
2. Do you or your company, or ar make any political contributions of most the three months following the award or	re than \$250 to any MTC commi	ur company, anticipate or plan to ssioner or GGBHTD director in
YES NO		
If yes, please identify the commissione	r or director:	
Answering yes to either of the two queryour firm. It does, however, preclude t award process for this contract.		
DATE	(SIGNATURE OF A	UTHORIZED OFFICIAL)
	(TYPE OR WRITE APP	ROPRIATE NAME, TITLE)
	(TYPE OR WRITE	NAME OF COMPANY)

### APPENDIX D

## SYNOPSIS OF PROVISIONS IN MTC's STANDARD LETTER AGREEMENT

- 1. <u>Independent Contractor</u>: CONSULTANT is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC SAFE. CONSULTANT shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.
- 2. <u>Indemnification</u>: CONSULTANT agrees to defend, indemnify and hold MTC SAFE harmless from all claims, damages, liability, and expenses resulting from any negligent or wrongful act or omission of CONSULTANT in connection with the agreement. CONSULTANT agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC SAFE arising out of such act or omission. CONSULTANT shall pay the full cost of the defense and any resulting judgments.
- 3. <u>Termination</u>: MTC SAFE may terminate the Agreement with five (5) days' prior written notice. If MTC SAFE terminates without cause, MTC SAFE will reimburse CONSULTANT for its non-recoverable project costs up to the date of termination. If CONSULTANT fails to perform as specified in the agreement, MTC SAFE may terminate the agreement for default by written notice; CONSULTANT is then entitled only to compensation for work performed in accordance with the Agreement. CONSULTANT may terminate without cause with sixty (60) days' prior written notice.
- 4. <u>Key Personnel</u>: Substitution of key personnel, if named in the Agreement, requires advance MTC approval.
- 5. <u>Data Furnished by MTC SAFE, Caltrans, or CHP</u>: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials made available to the Consultant by MTC SAFE, Caltrans or CHP for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC SAFE, Caltrans, or CHP, as applicable, and shall be returned to MTC SAFE, Caltrans, or CHP at the completion or termination of this Agreement. No license to such MTC SAFE, Caltrans or CHP Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC SAFE, Caltrans, or CHP Data. Any updates, revisions, additions or enhancements to such MTC SAFE, Caltrans or CHP Data made by the Consultant in the context of the Project shall be the property of MTC SAFE, Caltrans or CHP, as applicable.
- 6. Ownership of Work Products: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to

MTC SAFE as a deliverable shall be the property of MTC SAFE. Consultant will be required to assign all rights in copyright to such Work Product to MTC SAFE.

- 7. <u>Subcontracts</u>: No assignment or subcontracting of any part of the Agreement is permitted without prior written approval of MTC SAFE, and any attempt to do so will be null and void. MTC SAFE is under no obligation to any subcontractors.
- 8. <u>Consultant's Records</u>: CONSULTANT shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC SAFE for inspection and auditing purposes. The records shall be retained by CONSULTANT for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.
- 9. <u>Prohibited Interest</u>: No member, officer or employee of MTC SAFE can have any interest in this agreement or its proceeds and CONSULTANT may not have any interest which conflicts with its performance under this Agreement.
- 10. <u>Insurance Requirement</u>: You agree to obtain and maintain at your own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement: (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000; (2) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 for injury to any one person and for any one occurrence and \$2,000,000 general aggregate; (3) Owned, Non-Owned, and Hired Automobile Liability Insurance in an amount no less than \$1,000,000. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.
- 11. Governing Law. The agreement shall be governed by the laws of the State of California.